



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 610309

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000201744



SO Doc ID: DOT2000000021

Legal Name: KANAWHA SCALES & SYSTEMS INC

Published Date: 9/4/19

Alias/DBA:

Close Date: 9/24/19

Total Bid: \$65,000.00

Close Time: 13:30

Response Date: 09/19/2019



Status: Closed

Response Time: 8:52

Solicitation Description: ADDENDUM 2 (7020E004) SWIM SCALES



Total of Header Attachments: 5

Total of All Attachments: 5



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 610309
Solicitation Description : ADDENDUM 2 (7020E004) SWIM SCALES
Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2019-09-24 13:30:00 | SR 0803 ESR09191900000001780 | 1 |

| |
|--|
| VENDOR |
| 000000201744 KANAWHA SCALES & SYSTEMS INC |

Solicitation Number: CRFQ 0803 DOT2000000021

Total Bid : \$65,000.00 Response Date: 2019-09-19 Response Time: 08:52:13

Comments:

| |
|---|
| FOR INFORMATION CONTACT THE BUYER Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov |
|---|

| | | |
|-------------------|--------|------|
| Signature on File | FEIN # | DATE |
|-------------------|--------|------|

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|-----------------|-----------------------------|
| 1 | SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION | 1.00000 | EA | \$65,000.000000 | \$65,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 48101611 | | | |

Extended Description : SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 610309

Doc Description: (7020E004) SWIM SCALES

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-08-12 | 2019-09-17 13:30:00 | CRFQ 0803 DOT2000000021 | 1 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Kanawha Scales and Systems

1910 dixie Avenue

Fairmont, WV 26554

304-482-1433

EXCEPTIONS TO BID SPEC

3.1.2.1 - Scale width to be 29.5"

3.1.3.1 - Provided load cells to be 25,000lb Nickel plated alloy. Over capacity of scale to be 100,000lb

3.1.7.1 - Accuracy to be 2% or better at speeds less than 10MPH

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN # 55-0516017

DATE

09-06-2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION PER THE ATTACHED DOCUMENTS.

***PLEASE SEE ATTACHED CONSTRUCTION DOCUMENTS, BID BOND MUST BE COMPLETED CORRECTLY AND SUBMITTED WITH BID RESPONSE.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

| INVOICE TO | SHIP TO |
|---|---|
| DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US | DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 48101611 | | | |

Extended Description :

SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------|------------|
| 1 | MANDATORY PRE-BID MEETING | 2019-08-28 |
| 2 | VENDOR QUESTION DEADLINE | 2019-09-03 |

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Date and Time: August 28, 2019 at 10:00 AM EST

Location:

WV DOH Equipment Division
Lower Conference Room
83 Brushy Fork Road Crossing
Buckhannon, WV 26201

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 3, 2019 at 10:00 AM EST**

Submit Questions to: **Crystal Hustead**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Crystal.G.Hustead@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ DOT2000000021

BID OPENING DATE: September 17, 2019

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 17, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ Valid West Virginia Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☒ ****Please make insurance certificate holder to read as follows:**
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305
- ☒ **State of WV must be listed as additional insured.**
- ☒ **Installation Floater-Equal to cost of the project.**
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Kanawha Scales and Systems

Contractor's License No.: WV- 014243

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Kanawha Scales and Systems

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
|--------------------|---|
| A & S Contracting | WV054333 |
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Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jeff Bowen, Branch Manager

(Name, Title)

Jeff Bowen, Branch Manager

(Printed Name and Title)

1910 Dixie Ave, Fairmont, WV 26554

(Address)

304-482-1433

Fax: 304-464-5312

(Phone Number) / (Fax Number)

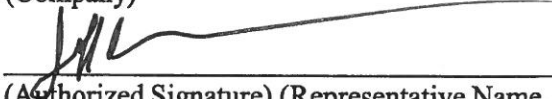
jbowen@kanawhascales.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Kanawha Scales and Systems

(Company)



Branch Manager

(Authorized Signature) (Representative Name, Title)

Jeff Bowen Branch Manager

(Printed Name and Title of Authorized Representative)

9-06-19

(Date)

304-482-1433

Fax: 304-464-5312

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ DOT2000000021

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Kanawha Scales and Systems

Company

Authorized Signature

9-06-19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, Department of Transportation to establish a contract for the one time purchase of a Cardinal Scale Model: (S.W.I.M.) slow weight in motion vehicle scales or equal. The scale shall be furnished and installed complete as specified in the following paragraphs, including platform, foundation, load cells, indicators, and the services of the manufacturer's service representative.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means Slow Weight In Motion Vehicle Scale more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"SWIM"** means Slow weight in motion
 - 2.5 **"WIM"** means weight in motion
 - 2.6 **"SCA"** means Stainless Canister Antilog
 - 2.7 **"SAT"** means Satellite
 - 2.8 **"WVDOH"** means West Virginia Division of Highways

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal.

3.1.1.1 Vendor shall furnish and install a slow weight in motion scale (SWIM).

3.1.2 Weighbridge Size:

3.1.2.1 Weighbridge size shall be a minimum of 12 ft X 2.5 ft. weighbridge shall be constructed of ½-inch minimum thick steel.

Exception - scale provided 29.5"

3.1.2.3 Weighbridge shall be mounted inside a single-welded framework. This lower frame size must be 13-foot minimum by 3-foot minimum and is 14-inches deep minimum.

3.1.3 Load Cells:

3.1.3.1 Scale shall utilize 4 Cardinal 50,000-lb minimum capacity SCA series stainless steel compression load cells or equal.

Exception - Load cells provided to be 25,000 Nickel plated

3.1.4 Weight Indicator:

3.1.3.1 Cardinal Scale's SAT825 indicator with outdoor enclosure and Kiosk or equal programmed with WIM software to weigh each axle of the vehicle as it travels across the scale, plus calculate gross weight.

3.1.5 Scales shall include the following:

3.1.5.1 SWIM scale with loop detector coil, pole-mountable trim box.

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

3.1.5.2 SWIM scale have P600 ticket printer (cut-bar tape printer) or equal.

3.1.6. Weighing Speeds:

3.1.6.1 The SWIM scale or equal shall provide gross vehicle weights at speeds up to 20 mph maximum.

3.1.7 Weighing Accuracy, Static Weight and Capacity:

3.1.7.1 The SWIM scale shall provide gross vehicle weights within 1% at speeds less than 10 mph

Exception - Accuracy to be 2% or better at 10MPH or less.

3.1.7.2 The SWIM scale shall have the capabilities to be used as a static scale.

3.1.7.3 The SWIM scale shall have Nominal Capacity: 60,000 lb. minimum

3.1.8 Paint:

3.8.1 Frame and weighbridge must have a baked-on epoxide polyester powder coat finish or equal.

3.1.9 Scale Installation, Approach, Exit, Excavation and Completion Date:

3.1.9.1 Scale shall be fully 100% installed and hooked up by successful vendor at the physical address listed: Equipment Division 83 Brushy Fork Crossing, Buckhannon WV 26201

3.1.9.2 Scale excavation work and aggregate only will be provided by WVDOH.

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

3.1.9.3 Scale shall have minimum of 13-feet wide X 30-feet long x 8-inches thick of concrete approach and exit concrete shall be fiber flow with minimum #4 wire.

3.1.10 Warranty:

3.1.10.1 Full one-year Parts, Labor and Installation Warranty on complete scale

3.1.11 Miscellaneous:

3.1.11.1 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

3.1.11.2 Unit shall be delivered: to WVDOH with all manufacturers recommended safety related decals and safety features intact.

3.1.12 Operating and Service Manuals and Parts Lists:

3.1.12.1 An operator's manual must be included with unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with unit upon delivery,
Attn: Marcia Lee.

3.1.13 Training:

3.1.13.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and Mechanic Training. To keep operators and mechanics updated, the successful vendor shall

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.14 Preventative Maintenance & Operator Procedures:

3.1.14.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page Exhibit A by completing the year, make and model and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION
CRFQ DOT2000000021**

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 working days working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOH/Equipment Division, 83 Brushy Fork Crossing, Buckhannon, WV 26201.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION

CRFQ DOT2000000021

Cardinal Scales Model: (SWIM) Slow Weight in Motion Vehicle Scale or Equal (7020E004)

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.


7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Exhibit A**CRFQ DOT2000000021****Slow Weight in Motion (SWIM) vehicle scale, Cardinal Scales Model or Equal**

| Item No. | Description: | Make/Model & Year | Estimated Unit Quantity | Unit Price | Item Total Cost |
|-----------------------|---|--|-------------------------|-------------|--------------------|
| 1 | Slow Weight in motion (SWIM) vehicle scale and installation | 2019- Intercomp LS-WIM | 1 | \$65,000.00 | \$65,000.00 |
| Total Bid Cost | |  | | | \$65,000.00 |

Vendor Information

Company Name: Kanawha Scales and Systems

Contract Manager: Jeff Bowen

Address: 1910 Dixie Avenue, Fairmont, WV 26554

Phone: 304-482-1433

Fax: 304-464-5312

Email: jbowen@kanawhascales.com


Signature: Signed- Jeff Bowen- 

EXHIBIT B**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY TO THE WVDOH.

DESCRIPTION: SWIM Scales MAKE: Intercomp
MODEL: LS-WIM YEAR: 2019 PURCHASE AMOUNT: _____

ENGINE: MAKE: N/A MODEL: N/A FUEL TYPE: N/A

HORSEPOWER: N/A CYLINDER: N/A ENGINE SERIAL: N/A

COOLING SYSTEM CAPACITY: N/A

BELTS: DESCRIPTION: N/A PART NUMBERS: _____

GVW: N/A AXLE CAPACITY: FRONT: N/A REAR: N/A

TIRES: FRONT MAKE & SIZE: N/A

REAR MAKE & SIZE: N/A

DIMENSIONS OF UNIT: LENGTH: 156" WIDTH: 29.5" LENGTH: _____

VENDOR CONTACT PERSON: Jeff Bowen PHONE: 304-482-1433

PARTS: N/A

BATTERY MAKE: _____ MODEL: _____ CCA: _____
TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____
SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____
FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____
ALTERNATOR MAKE: _____ PART #: _____
STARTER MAKE: _____ PART #: _____
TURBO CHARGER MAKE: _____ PART #: _____
TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____
HYDRAULIC PUMP MAKE: _____ MODEL: _____

| FILTERS | MAKE | PART NO. | LUBRICANT | MANUFACTURER TYPE |
|----------------|-------|----------|----------------|-------------------|
| OIL | _____ | _____ | ENGINE | _____ |
| AIR INNER | _____ | _____ | TRANSMISSION | _____ |
| AIR OUTER | _____ | _____ | POWER STEERING | _____ |
| FUEL PRIMARY | _____ | _____ | HYDRAULIC | _____ |
| FUEL SECONDARY | _____ | _____ | DIFFERENTIALS | _____ |
| COOLANT | _____ | _____ | BRAKE FLUID | _____ |
| HYDRAULIC | _____ | _____ | COOLANT | _____ |
| OTHER | _____ | _____ | OTHER | _____ |

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Kanawha Scales & Systems **Address:** 1910 Dixie Ave

Fairmont, WV 26554

Name of Authorized Agent: Jeff Bowen **Address:** 1910 Dixie Ave. Fairmont, WV 26554

Contract Number: CRFQ 0803 DOT2000000021 **Contract Description:** SWIM Scale

Governmental agency awarding contract: State of West Virginia - DOT-

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

A & S Contracting (concrete work)

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☒ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

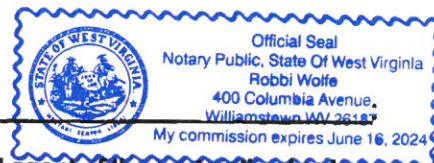
☒ Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 9-6-19

Notary Verification

State of WEST VIRGINIA, County of WOOD



I, ROBBI WOLFE, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6TH day of SEPTEMBER 2019.

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: CRFQ 0803 DOT2000000021

Contract Purpose: Install SWIM Scales

Agency Requesting Work: WV Dept. of Highways

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Kanawha Scales and Systems Vendor Telephone: 304-482-1433

Vendor Address: 1910 Dixie Ave
Fairmont, WV 26554 Vendor Fax: 304-464-5812

Vendor E-Mail: jbowen@kanawha scales.com



September 17, 2019

West Virginia Purchasing Division
2019 Washington Street E.
Charleston, WV 25303

To Whom It May Concern:

Kanawha Scales & Systems uses Quest Diagnostics lab for most of their random and pre-employment drug tests.

Kanawha Scales & Systems has not received any positive drug tests results in the 2019 period. The report by category is attached with the number of pulls per category.

Kanawha Scales will have an average of 3 employees in connection with this contract (CRFQ 0803 DOT2000000021).

If you should need any further information regarding drug testing, please do not hesitate to contact me at 304-755-8321 or my e-mail, jcasto@kanawhascales.com.

Thank you.

Sincerely,


Jeanette C. Casto
Human Resources Manager

VOLUNTARY SUBMISSION TO DRUG AND/OR ALCOHOL TESTING

I, _____, hereby voluntarily submit to drug and or alcohol testing prior to employment and on a random basis while working for Kanawha Scales & Systems, Inc., because my job responsibilities involve public safety or the safety of others. Also I voluntarily agree to be tested for the above for reasonable cause. Further, I agree and understand that my job responsibilities involve public safety or the safety of others. I also give permission to Kanawha Scales & Systems Inc., to release such results as may be deemed necessary by the company. I understand that if I test positive for drugs and or alcohol, I will be immediately removed from the company.

I understand that if I take a prescribed medication which will in anyway affect my work performance or job safety, I will notify the company immediately in writing upon taking the medication.

I further agree to release Kanawha Scales & Systems Inc., of and from any and all manner of liability arising from and by reason of the drug and or alcohol testing program.

Further, I understand that by agreeing to this statement that Kanawha Scales & Systems Inc., is not waiving any right or privilege arising out of its employment-at-will.

I have read and understand the terms of this policy and have had ample opportunity to discuss it with an attorney if I so desire.

Date

Employee's Signature

Witness

KSS DRUG TESTING POLICY

TO: All Employees

SUBJECT: Federal Highway Administration Regulations on Controlled Substances Testing

1. All employees are forbidden to use or possess illegal drugs on company property or while working. Any violation of this policy will be grounds for discharge.
2. Any driver who is taking a prescription drug which may interfere with their job performance must notify the company.
3. In accordance with this policy, the company has a right to periodically test drivers covered by the Federal Highway Administration Rules.
4. The company also shall test a driver when it has reasonable cause to believe such individuals is using an illegal substance.
5. The company shall conduct post-accident testing when there is any reasonable cause to believe a driver has been operating a vehicle while under the influence of drugs. Further, the company shall test when there is reasonable cause to believe the driver was at fault in the accident and was under the influence of drugs.
6. Each employee is required to take at least one hour of training under the company's Employee Assistance Program so that the employee may educate themselves about the effect and consequences of drug use.
7. If a driver refuses to submit to testing when required by the company, it will be grounds for discharge.

I have carefully and thoroughly read the [Kanawha Scales & Systems, Inc. Drug Testing Policy]. I have received a copy of the policy and understand its requirements and agree, without reservation, to follow this policy. Further, I understand that this is not a contract of employment.

Date

Signature

2019 Drug Tests Summary

| Test Type | CountOfPull Date |
|---------------------------------|------------------|
| Rand Drug - DISA Drug & Alcohol | 1 |
| Rand Drug | 11 |
| Other Drug | 3 |
| DOT Drug | 10 |
| DOT BAT | 6 |
| Cust Req Drug - DISA | 1 |
| Cust Req Drug - AK Steel | 3 |



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,
COUNTY OF Putnam, TO-WIT:

I, Alisa Pason, after being first duly sworn, depose and state as follows:

1. I am an employee of Kannwha Scales & Systems; and,
(Company Name)
2. I do hereby attest that Kannwha Scales & Systems
(Company Name)

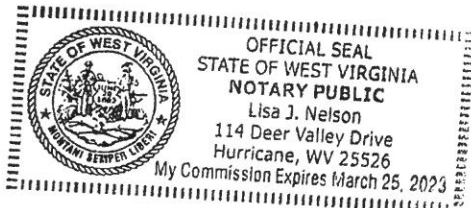
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Alisa Pason
Signature: Alisa Pason
Title: Safety Manager
Company Name: Kannwha Scales & Systems
Date: 17 Sept 19

Taken, subscribed and sworn to before me this 17th day of September, 2019.
By Commission expires March 25, 2023

(Seal)



Lisa J. Nelson
(Notary Public)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right
corner of page #1)
(C) Your Business Entity Name (or Individual
Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is
5% of total bid. You may state "5% of bid"
or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name
if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or
Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal
must accompany this bid bond.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) (E)
as Principal, and (F) of (G)
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto
and made a part hereof to enter into a contract in writing for

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in
accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance
required by the bid or proposal, and shall in all other respects perform the agreement created by the
acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall
remain in full force and effect. It is expressly understood and agreed that the liability of the Surety
for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of time within which the
Obligor may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and
sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an
individual, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President, Vice President, or
Duly Authorized Agent)

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety
insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kanawha Scales & Systems, Inc.
of Poca, WV, as Principal, and Hartford Fire Insurance Company
of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
(7020E004) SWIM SCALES - CRFQ 0803 DOT2000000021 - According to Plans & Specifications

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 24th day of September, 2019.

Principal Seal

Kanawha Scales & Systems, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or
Duly Authorized Agent)

Robert W. Foy Treasurer and Chief Financial Officer
(Title)

Surety Seal

Hartford Fire Insurance Company

(Name of Surety)

By: 

Patricia A. Moye, WV Resident Agent Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BB&T-CARSON INSURANCE SERVICES

Agency Code: 14-730890

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Gregory T. Gordon, Patricia A. Moye, Kimberly J. Wilkinson of CHARLESTON, West Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 24, 2019 Signed and sealed at the City of Hartford



Kevin Heckman
Kevin Heckman, Assistant Vice President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Kanawha Scales and Systems

Authorized Signature: [Signature]

Date: 9-6-19

State of WEST VIRGINIA

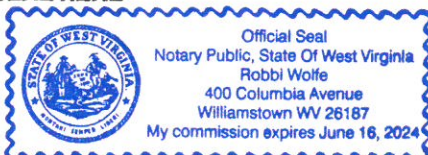
County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 6TH day of SEPTEMBER, 2019

My Commission expires JUNE 16, 2024

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 01/19/2018)



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 610309

Doc Description: ADDENDUM 2 (7020E004) SWIM SCALES

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-09-04 | 2019-09-24 13:30:00 | CRFQ 0803 DOT2000000021 | 3 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN #

55-0516017

DATE

9-6-19

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION PER THE ATTACHED DOCUMENTS.

***PLEASE SEE ATTACHED CONSTRUCTION DOCUMENTS, BID BOND MUST BE COMPLETED CORRECTLY AND SUBMITTED WITH BID RESPONSE.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

| INVOICE TO | SHIP TO |
|---|---|
| DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US | DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 1 | SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 48101611 | | | |

Extended Description :

SLOW WEIGHT IN MOTION SCALE WITH INSTALLATION

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------|------------|
| 1 | MANDATORY PRE-BID MEETING | 2019-08-28 |
| 2 | VENDOR QUESTION DEADLINE | 2019-09-03 |

SOLICITATION NUMBER: CRFQ DOT2000000021

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To publish the pre-bid meeting sign-in sheets

No other changes

Bid opening remains September 24, 2019 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ 0803 DOT2000000021

Slow Weight In Motion Vehicle Scales (SWIM)

The original language in contract will be listed first with question and answer to follow below.

1. 3.1.2.1 Weighbridge size shall be a minimum of 12 ft. x 2.5 ft., weighbridge shall be constructed of ½-inch minimum thick steel.

Question: Can an exception be made to the minimum width of 2.5 ft. The scale we're proposing will be 29.5", making it a ½" narrower than the bid asks for.

Answer: Yes, we will accept this.

2. 3.1.7.1 The SWIM scale shall provide gross vehicle weights within 1% at speeds less than 10 mph.

Question: Can an exception be made to the 1% accuracy at speeds less than 10 mph. The scale system we're proposing can only be guaranteed to 2% at 10 mph and under. It still carries a .1% of the applied weight on a static load.

Answer: Yes, we will accept.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT3004000021 Date: 8/28/19

Project Description: Swim Scales

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____

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Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 2006000021 Date: 8/28/19

Project Description: SW. m Scales

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

| | |
|---------------------------|--|
| Firm Name: | Kanawha Scales |
| Firm Address: | 111 Jacobson Dr. Pocahontas, WV 25159 |
| Representative Attending: | Jeff Bowen |
| Phone Number: | 304-482-1433 |
| Fax Number: | 304-464-5315 |
| Email Address: | jbowen@kanawha Scales.com |

| | |
|---------------------------|--|
| Firm Name: | |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

| | |
|---------------------------|--|
| Firm Name: | |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

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| Firm Name: | |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
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| Firm Name: | |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

| | |
|---------------------------|--|
| Firm Name: | |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |



Kanawha
Scales & Systems

Jeff Bowen
Branch Manager

443 Airport Industrial Park Road
Parkersburg, WV 26104
Phone: 304.484.6300
800.928.0174
Fax: 304.484.5312
Mobile: 304.482.1433

jbowen@kanawhascales.com
www.kanawhascales.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000021

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Kanawha Sealer and Systems

Company

[Signature]

Authorized Signature

9-16-19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



1910 Dixie Avenue, Fairmont, WV 26554. Phone: 304.363.2365 Fax: 304.363.2388
www.kanawhascales.com

September 6, 2019

Division of Highways
83 Brushy Road Crossing
Buckhannon, WV. 26201

Reference: Slow Weigh-in-Motion Vehicle Scale System CRFQ 0803 DOT2000000021

Kanawha Scales & Systems is pleased to submit the following pricing and specifications for your review and consideration.

Intercomp Weigh-in-Motion Scale System

One (1) Intercomp LS-WIM Weigh-in-Motion Axle Scale

- NTEP Certified Load Cells
- Small footprint for ease of installation
- Overall depth of 12.5"
- **1" deck thickness**
- 13' wide, single piece construction
- **100,000 lb. total capacity**
- 150% overload protection
- 156" x 29.5" platform size
- 25,000# double ended shear beam load cells
- 0-1 – 2% at speed 0 – 20 mph.
- Cable kit from scale to indicator
- Meets ASTM Type IV applications
- **Includes ground loop detector**

One (1) Intercomp LS20 WIM Indicator

- Fully controls scale functions
- Store, recall & output 3,000 separately stored weight records
- Store 250 Truck ID's
- Individual axle weights and gross weights
- Communicates with wireless printer
- 7 digit LCD display
- Weather resistant enclosure for durability

One (1) Intercomp Wireless Ticket Printer

- Weather resistant outdoor enclosure
- Wireless connectivity to LS20 indicator
- Thermal printer
- Prints: Time/Date, Truck ID, Axle Weights, Gross, Tare, Net

One (1) Intercomp LED Wireless Display

- Weather resistant outdoor enclosure
- Wireless connectivity to LS20 indicator
- 4.5" six-digit alphanumeric LED display
- 5" Stop and Go light
- To be mounted on pole

Concrete Foundation

Kanawha Scales concrete subcontractor will form and pour the WIM scale foundation per the manufacturer's specifications. There will be two (2) 30' concrete approaches. There will be one concrete pier for the 4" mounting pole for the scale indicator and printer. DOT approved concrete will be used.

Installation

Kanawha Scales will set the scale onto the prepared concrete foundation. The 4" pole that will hold the scale indicator and printer will be installed. The scale indicator and printer will be installed on the mounting pole and final termination wiring will be completed. The scale will be tested with static weights and WIM will be tested. Pricing includes the 4" x 10' yellow mounting pole.

Customer Responsibility

- Provide excavation for foundation
- Provide electrical power (115 VAC) to the mounting pole
- Provide a forklift to unload and set the scale

Delivery for the above equipment will be 4 - 6 weeks.



1910 Dixie Avenue, Fairmont, WV 26554. Phone: 304.363.2365 Fax: 304.363.2388
www.kanawhascales.com

September 6, 2019

Division of Highways
83 Brushy Road Crossing
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- 0-1 – 2% at speed 0 – 20 mph.
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- Meets ASTM Type IV applications
- **Includes ground loop detector**

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- Fully controls scale functions
- Store, recall & output 3,000 separately stored weight records
- Store 250 Truck ID's
- Individual axle weights and gross weights
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- Weather resistant enclosure for durability

One (1) Intercomp Wireless Ticket Printer

- Weather resistant outdoor enclosure
- Wireless connectivity to LS20 indicator
- Thermal printer
- Prints: Time/Date, Truck ID, Axle Weights, Gross, Tare, Net

One (1) Intercomp LED Wireless Display

- Weather resistant outdoor enclosure
- Wireless connectivity to LS20 indicator
- 4.5" six-digit alphanumeric LED display
- 5" Stop and Go light
- To be mounted on pole

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Customer Responsibility


- Provide excavation for foundation
- Provide electrical power (115 VAC) to the mounting pole
- Provide a forklift to unload and set the scale

Delivery for the above equipment will be 4 - 6 weeks.

Exhibit A

CRFQ DOT2000000021

Slow Weight in Motion (SWIM) vehicle scale, Cardinal Scales Model or Equal

| Item No. | Description: | Make/Model & Year | Estimated Unit Quantity | Unit Price | Item Total Cost |
|-----------------------|--|--|-------------------------|-------------|--------------------|
| 1 | Slow Weight in motion (SWIM) vehicle scale and installation | 2019- Intercomp LS-WIM | 1 | \$65,000.00 | \$65,000.00 |
| Total Bid Cost | |  | | | \$65,000.00 |

Vendor Information

Company Name: Kanawha Scales and Systems

Contract Manager: Jeff Bowen

Address: 1910 Dixie Avenue, Fairmont, WV 26554

Phone: 304-482-1433

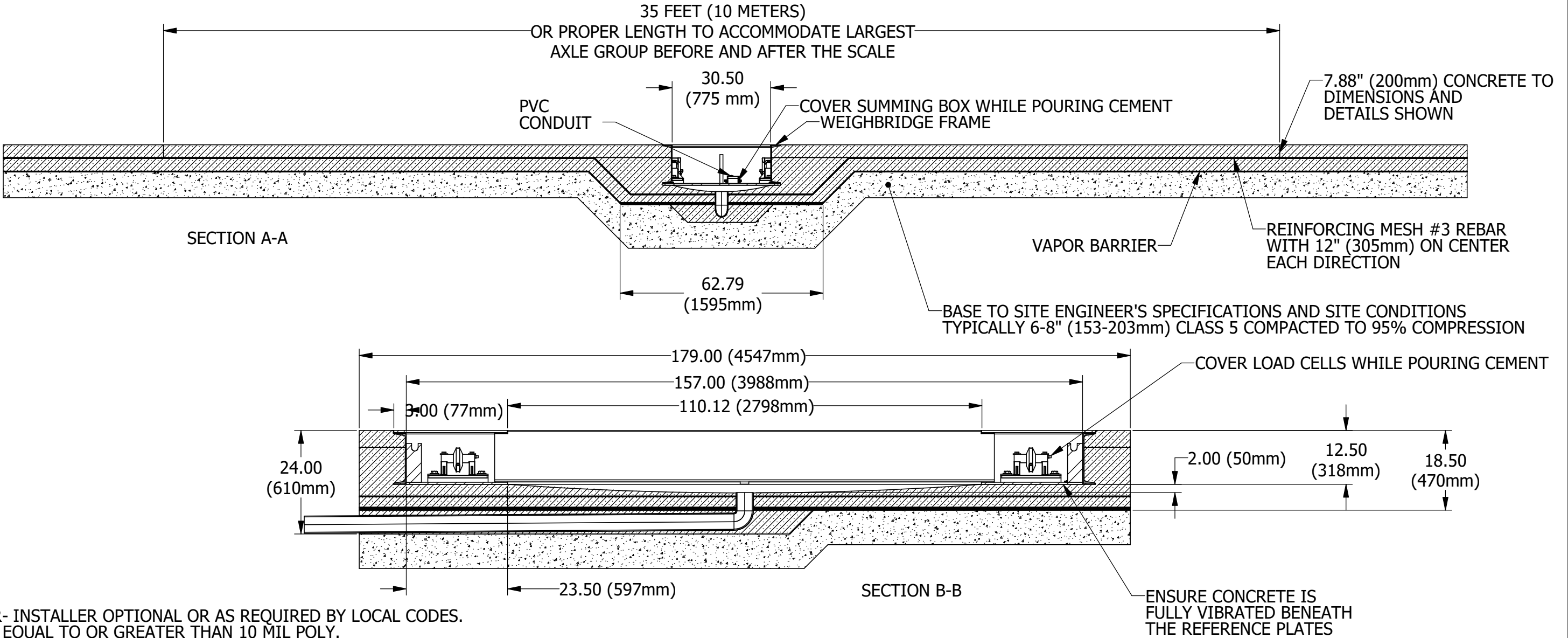
Fax: 304-464-5312

Email: jbowen@kanawhascales.com

Signature: Signed- Jeff Bowen-

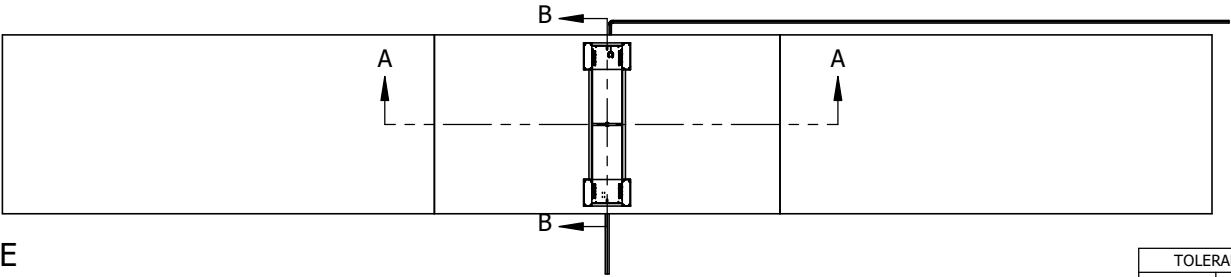
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| REVISIONS | | | | |
|-----------|------|--|------------|----------|
| CTRL NO | REV. | DESCRIPTION | DATE | DRAWN BY |
| ECN2805 | C | CLARIFY NOTES | 11/23/2016 | RSE |
| ECN3260 | D | CLARIFY VAPOR BARRIER NOTE AND UPDATED LENGTH DIMENSIONS | 4/24/2019 | RSE |



NOTES:
VAPOR BARRIER- INSTALLER OPTIONAL OR AS REQUIRED BY LOCAL CODES.
RECOMMENDED EQUAL TO OR GREATER THAN 10 MIL POLY.
DRAINAGE- 4" (101mm) PVC PIPE
PVC CONDUIT- 2" (50mm) PVC CONDUIT
CONCRETE- 4000 PSI (28MPa) AIR ENTRAINED
REINFORCING MESH- #3 REBAR AT 12" ON CENTER EACH DIRECTION
TRANSITION GRADE AT THE EDGES OF THE CONCRETE
AND THE APPROACHING SURFACE MUST BE LEVEL WITH CONCRETE

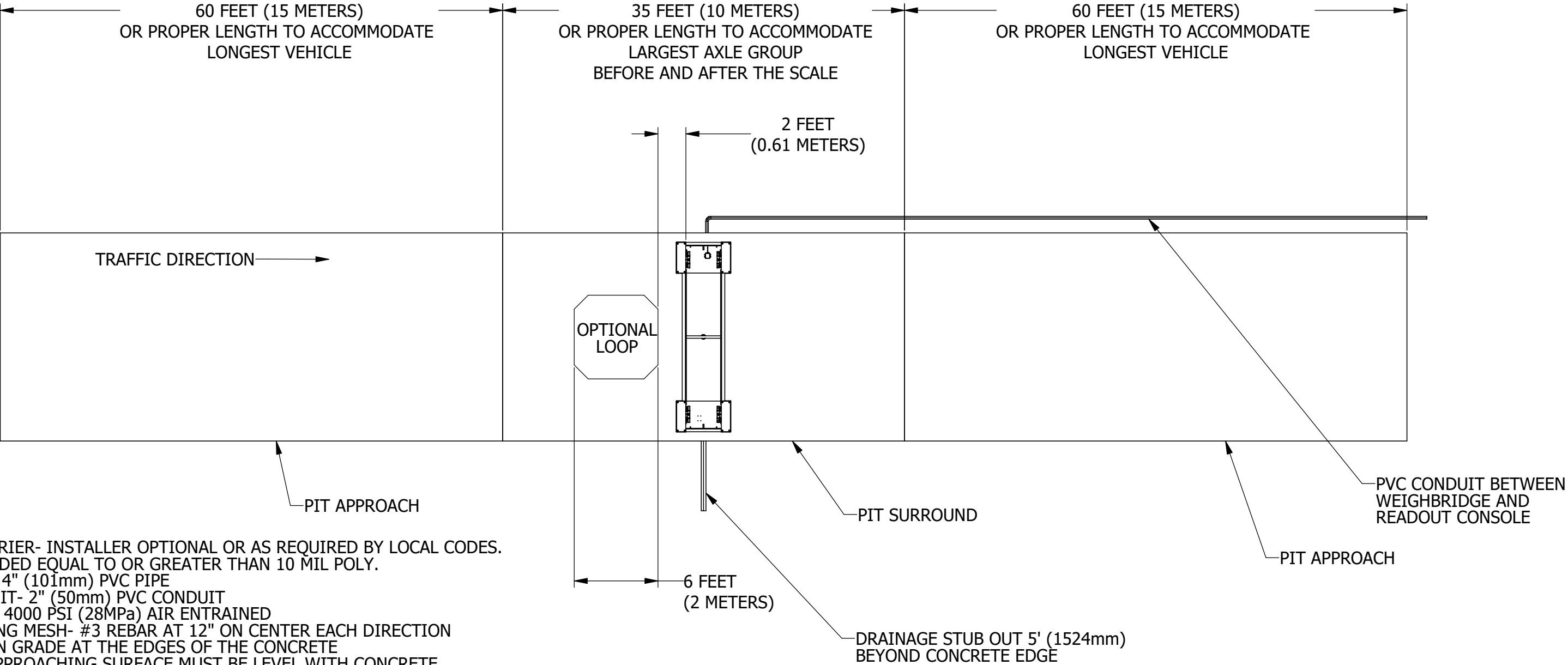
PERMISSIBLE TOLERANCES:
PIT APPROACHES- TO BE LEVEL AND AT THE
SAME SLOPES AS THE PIT SURROUNDS
PIT SURROUNDS- TO BE LEVEL TO A TOLERANCE
OF 1/8" (3mm) VERY TIGHT
PIT APPROACHES AND PIT SURROUND ARE RECOMMENDED TO BE
ATTACHED TOGETHER WITH REBAR TO MAINTAIN LEVEL SURFACE
WHEN PIT APPROACHES ARE CONCRETE
LONGITUDINAL ALIGNMENT:
THE SLOPE MUST NOT EXCEED 1%
CROSS SLOPE:
THE SLOPE MUST NOT EXCEED 1%



| TOLERANCE | | Intercomp | | | |
|-------------------|----------|-------------------------|---------------|------------------------------------|---------------|
| .XXX | - | LS-WIM-13 CIVIL DETAILS | | | |
| .XX | - | | | | |
| DEGREE | +/- 0.50 | | | | |
| ROUTING/OPERATION | | - | MATERIAL | SIZE | DWG. NO. |
| DESCRIPTION | | - | - | PAPER COPIES FOR REFERENCE ONLY | 5201634 |
| | | | WEIGHT:- lbs. | DO NOT SCALE DRAWING | SHEET: 1 OF 2 |


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| REVISIONS | | | | |
|-----------|------|--|------------|----------|
| CTRL NO | REV. | DESCRIPTION | DATE | DRAWN BY |
| ECN2805 | C | CLARIFY NOTES | 11/23/2016 | RSE |
| ECN3260 | D | CLARIFY VAPOR BARRIER NOTE AND UPDATED LENGTH DIMENSIONS | 4/24/2019 | RSE |



NOTES:
VAPOR BARRIER- INSTALLER OPTIONAL OR AS REQUIRED BY LOCAL CODES.
RECOMMENDED EQUAL TO OR GREATER THAN 10 MIL POLY.
DRAINAGE- 4" (101mm) PVC PIPE
PVC CONDUIT- 2" (50mm) PVC CONDUIT
CONCRETE- 4000 PSI (28MPa) AIR ENTRAINED
REINFORCING MESH- #3 REBAR AT 12" ON CENTER EACH DIRECTION
TRANSITION GRADE AT THE EDGES OF THE CONCRETE
AND THE APPROACHING SURFACE MUST BE LEVEL WITH CONCRETE

PERMISSIBLE TOLERANCES:
PIT APPROACHES- TO BE LEVEL AND AT THE
SAME SLOPES AS THE PIT SURROUNDS
PIT SURROUNDS- TO BE LEVEL TO A TOLERANCE
OF 1/8" (3mm) VERY TIGHT
PIT APPROACHES AND PIT SURROUND ARE RECOMMENDED TO BE
ATTACHED TOGETHER WITH REBAR TO MAINTAIN LEVEL SURFACE
WHEN PIT APPROACHES ARE CONCRETE
LONGITUDINAL ALIGNMENT:
THE SLOPE MUST NOT EXCEED 1%
CROSS SLOPE:
THE SLOPE MUST NOT EXCEED 1%

| TOLERANCE | |  | | | |
|-------------------|----------|---|----------------------|---|---------------------------------|
| .XXX | - | LS-WIM-13 CIVIL DETAILS | | | |
| .XX | - | | | | |
| DEGREE | +/- 0.50 | | | | |
| ROUTING/OPERATION | | ALL DIMENSIONS ARE INCHES UNLESS OTHERWISE SPECIFIED | | | |
| DESCRIPTION | | - | MATERIAL | - | SIZE |
| | | - | WEIGHT:- lbs. | - | PAPER COPIES FOR REFERENCE ONLY |
| | | - | DO NOT SCALE DRAWING | | DWG. NO. 5201634 |
| | | - | | | SHEET: 2 OF2 |

Overview

LS-WIM In-Ground Weigh-In-Motion Scale Systems are an ideal alternative to older static truck scales that require drivers to stop on the scales to manually receive a weight. These scales will increase overall efficiency, are far more economical and provide individual axle weights along with total gross weights. The footprint and relatively shallow depth requirement of these scales allow them to be installed in a matter of days, keeping downtime to a minimum. LSWM axle scales are less expensive for purchase and installation when compared to traditional static truck scales.

Description

In-Ground Axle Scale systems provide a solution to weigh trucks, trailers or any other type of wheeled vehicle, quickly and accurately. Intercomp's American-made, LS-WIM Weigh-In-Motion Axle Scale functions as either an unattended or manned weigh station. Vehicles can be weighed either dynamically (in-motion) or statically (axle by axle).

- 13ft (4m) Wide, Single-Piece, Construction
- Overall Depth is Just 12" (300mm)
- Capacity up to 50 tons Per Axle
- Static Accuracy of $\pm 0.1\%$
- Complies with ASTM Type IV Applications
- Meets NTEP/OIML Requirements
- Dynamic Accuracy of 1-2% at Low Speeds*

**Site Conditions & Vehicle Speeds Can Affect GVW Accuracy*

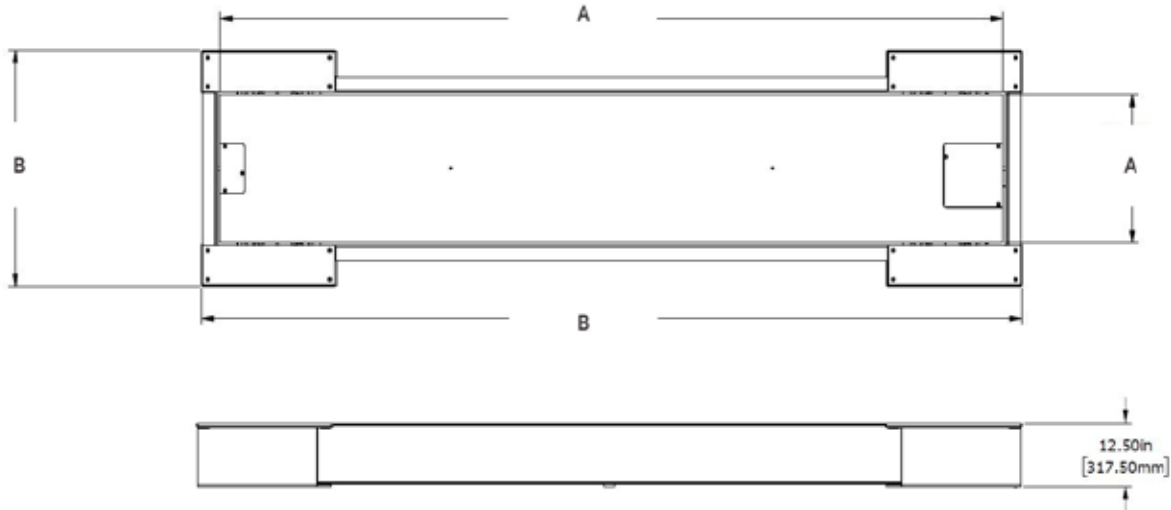
Applications

- Agriculture Cart and Trailer Weights
- Overweight Enforcement by Authorities
- Axle and Gross Vehicle Checkweighing
- Ports of Entry
- Industrial Checkweighing



| General | |
|---|--|
| Capacity | 45,000lb (22,000kg) |
| | 100,000lb (50,000kg) |
| Overload Protection | 150% of capacity |
| Static Accuracy | $\pm 0.1\%$ of applied weight |
| Dynamic Accuracy 0-5 km/hr | |
| (95%, 2 sigma) | $\pm 1\%$ GVW (when used with WIM4 module) |
| Dynamic Accuracy 5-10 km/hr* | |
| (95%, 2 sigma) | $\pm 2\%$ GVW (when used with WIM4 module) |
| *Scale works at higher speeds, but above 10km/hr factors such as but not limited to site conditions and vehicle oscillations can affect performance | |
| Recommended Calibration Interval | 1 year |
| Cable type | 6 conductor with shield |
| | $\pm Ex, \pm sig, \pm sense$ |
| Cable length | 100' (30m) custom lengths available |
| Bridge Resistance (typ) | 88 ohm |
| Recommended Excitation | 3.3 to 10 V |

| Environmental Data | |
|------------------------|--------------------------------|
| Degree of Protection | IP68, EN60529 |
| Operating Temperature: | -34C to 74C (-29F to +165F) |



Physical

| | |
|------------------|---|
| LS-WIM 13' | A- Platform: 156" x 29.5" (3.96m x 0.74m) B- Frame: 162.9" x 46.4" x 12.5" (4.14m x 1.18m x 0.32m) Weight (combined): 3200 lb (1450 kg) |
| LS-WIM 13' – 50T | A- Platform: 156" x 29.5" (3.96m x 0.74m) B- Frame: 162.9" x 46.4" x 12.5" (4.14m x 1.18m x 0.32m) Weight (combined): 1900 kg (4200 lb) |
| LS-WIM 11.5' | A- Platform: 138" x 29.5" (3.51m x 0.74m) B- Frame: 144.8" x 46.4" x 12.5" (3.68m x 1.18m x 0.32m) Weight (combined): 1400 kg (3100 lb) |

Installation

For installation, the LSWIM scale requires positioning and securing on the mounting frame while the overall depth is just 12.5in (318mm), thereby minimizing civil works and improving ease of maintenance. Civil works for the apron, drains, and conduit for electronics can be accomplished in 2-3 days.

Detailed installation instructions are available upon request.